

EXHIBIT 5

CHALOS, O'CONNOR & DUFFY, LLP
Attorneys for Claimant,
Indian Bank
366 Main Street
Port Washington, New York 110050
Telephone: 516-767-3600
Telefax: 516-767-3605
Owen F. Duffy (OD-3144)
George E. Murray (GM-4172)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
PRESTIGIOUS SHIPPING CO. LTD.,	:
	:
	:
Plaintiff,	:
	:
- against -	:
	:
	:
AGROCORP INTERNATIONAL PTE. LTD.,	:
	:
	:
Defendant.	:
-----X	

07 CV 7101 (CM)

**DECLARATION
IN SUPPORT OF CLAIMANT'S MOTION
TO VACATE MARITIME ATTACHMENT**

I, Ashok Kumar Vishwakarma, hereby declare under penalty of perjury as follows:

1. I am a citizen of India and the holder of an Employment Pass in Singapore. I currently reside in Singapore.
2. I am the Manger (Credit) of Indian Bank, at the Bank's Singapore branch at Bharat Building, 3 Raffles Place, Singapore 048617 (hereinafter "the Bank").
3. I make this declaration in order to set forth the Bank's claim to, and interest in, funds that have been restrained by the American Express Bank, Ltd. in connection with a Process of Maritime Attachment that was issued by the Court in the above captioned lawsuit
4. As Manager (Credit) of the Bank at its Singapore Branch, I am familiar with the banking facilities available to the Bank's customer, M/S Agrocorp International Pte. Ltd. and I am familiar with the underlying transactions that led to the Bank's remittance of \$604,036.93 to Fireberg, Ltd., which sum is presently being restrained in New York by the American Express Bank, Ltd. Accordingly, I am qualified, competent and authorized to make this declaration on behalf of the Bank.
5. I make this declaration for the specific purpose of obtaining the Court's Order to direct the American Express Bank, Ltd. to release the funds in the amount of \$604,036.93 to the direction of the Bank.
6. The Defendant, Agrocorp, is a customer of the Indian Bank Singapore's branch, and Agrocorp has been a customer of Indian Bank for 16 years.

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7. The Defendant, Agrocorp, maintains accounts, banking facilities and credit facilities with the Singapore Branch of the Indian Bank pursuant to written agreements with the Bank, the most recent being an agreement dated January 17, 2007 and which was subsequently accepted by Agrocorp on January 31, 2007. *See*, Exhibit 1, "Banking Facilities" with Standard Terms and Conditions.

9. In connection with the Banking Facilities provided by the Singapore Branch of the Indian Bank, the Indian Bank provides a number of financing facilities to Agrocorp for the company's use in effecting payment and collection of payments in connection with Agrocorp's commodity trading operations. *See*, Exhibit 1, "Banking Facilities" with Standard Terms and Conditions.

10. Among the services provided by the Singapore Branch of Indian Bank to Agrocorp, the Bank will issue letters of credit, negotiate letters of credit, provide trust receipt financing, provide shipping guarantees and provide freight loan advances all in exchange for the payment of fees, interest and the provisions of security on the terms and conditions set forth in the written agreement with the Bank and, also, as set forth in the Bank's Standard Terms and Conditions. *See*, Exhibit 1, "Banking Facilities" with Standard Terms and Conditions.

11. In accordance with the Bank's Standard Terms and Conditions, the Bank maintains the absolute right to assign and transfer all or any part of its benefits and rights

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and/or obligations under the facility to any person as the Bank may think fit. *See*, Exhibit 1, "Banking Facilities" with Standard Terms and Conditions at 14.

12. On July 3, 2007 and July 11, 2007, the Defendant Agrocorp entered into contracts for the purchase of a cargo of Rapeseed, in the approximate amount of 1,500 metric tons to be shipped on board an ocean vessel in containers from the Ukraine to either the port of Chittagong, Bangladesh or the port of Calcutta, India at buyer's option. *See*, Exhibit 2, Sales Contracts #90238 and 90269.

13. The payment terms set forth in Sales Contracts #90238 and #90269 required the buyer to make payment in cash within 72 hours of the presentation of documents, including, *inter alia*, the Seller's Commercial Invoice, the "Clean on Board" Bills of Lading marked "Freight Prepaid" and other standard shipping documents. *See*, Exhibit 2, Sales Contracts #90238 and 90269. In other words, payment for the cargo was not due until the seller provided evidence that the cargo had been shipped on board the ocean vessel.

14. The invoice price of the cargo (which turned out to be 1,351 metric tons) of rapeseed amounted to \$604,036.93 as set forth in the Seller's 3 separate invoices dated August 7, 10 & 13, 2007. *See*, Exhibit 3, Invoices from seller, Fireberg Ltd.

15. The cargo of rapeseed was shipped from the Ukraine on board the M/V RITA.

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16. Simultaneously with the contract for the purchase the cargo of rapeseed from the sellers in the Ukraine and the actual shipment of the cargo on board the M/V RITA, the Defendant Agrocorp advised the Indian Bank that Agrocorp sold the cargo of rapeseed shipped on the M/V RITA to M/S Bengal Corporation and M/S Ishfar Oil Mills Limited, both of Bangladesh. *See*, Exhibit 4, Request for Invoice Financing dated August 20, 2007, with Trust Receipt attached.

17. In accordance with the sales contracts with M/S Bengal Corporation and M/S Ishfar Oil Mills Limited, those buyers and ultimate receivers of the cargo in Bangladesh were obligated to open a letter of credit pursuant to which the agreed purchase price would be paid on presentation of documents evidencing the shipment of the cargo to Bangladesh and consignment of same to M/S Bengal Corporation and M/S Ishfar Oil Mills Limited. *See*, Exhibit 4, Request for Invoice Financing dated August 20, 2007.

18. In order to accomplish the back to back purchase and sale of the rapeseed, the Defendant Agrocorp requested Indian Bank to finance the purchase of the cargo from the seller in the Ukraine in exchange for the issuance of a Trust Receipt and an assignment of the proceeds from the sale to M/S Bengal Corporation and M/S Ishfar Oil Mills Limited. *See*, Exhibit 4, Request for Invoice Financing and Trust Receipt, both dated August 20, 2007.

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19. In all cases of Invoice Financing, including the specific transaction mentioned herein, the Indian Bank will not remit funds to its customer, but will only remit payment directly to the supplier's bank upon presentation of the Trust Receipt and Supplier's Invoice. *See*, Exhibit 1, "Banking Facilities" at other terms and conditions ¶ 8.

20. In accordance with the Defendant Agrocorp's request for Invoice Financing, the letter of credit opened by M/S Bengal Corporation and M/S Ishfar Oil Mills Limited was to be negotiated by the Indian Bank and the proceeds of the letter of credit would reimburse the Indian Bank for the amount paid to the seller of the cargo in Cyprus. *See*, Exhibit 4, Request for Invoice Financing.

21. In the circumstances, the Indian Bank was to remit the sum of the \$604,036.93 to the seller of the rapeseed cargo in Cyprus, Fireberg Ltd., against the delivery of the Commercial Invoice and bills of lading. Once the Bank had paid the seller, the Indian Bank acquired and retained ownership in the cargo in accordance with the terms and conditions of the Trust Receipt. The Indian Bank would then present the bills of lading and other necessary shipping documents to negotiate the letter of credit that was issued on behalf of M/S Bengal Corporation and M/S Ishfar Oil Mills Limited. The Indian Bank would collect the proceeds of the letter of credit, and M/S Bengal Corporation and M/S Ishfar Oil Mills Limited would acquire the ownership of the cargo as holders of the bills of lading. From the proceeds of the letter of credit, the Indian Bank would deduct the sum of \$604,036.93 for itself as reimbursement for the payment to the

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seller in Cyprus. Finally, the Indian Bank would credit any balance over what it was owed to the account of the Defendant Agrocorp.

22. The Indian Bank has financed numerous purchases and sales in the manner described in paragraph 21 for its customer Agrocorp and other customers.

23. During the normal course of the transaction described above, Agrocorp's accounts at the Bank would not be debited when the Bank made payment to the seller of the cargo because the Bank acquired the ownership of the cargo and would be compensated from the proceeds of the Bangladesh buyers' payments.

24. In these circumstances, the money that was to be paid to the Seller in Cyprus was the Bank's money, and it was not Agrocorp's money.

25. On August 20, 2007, and consistent with its obligations under the Invoice Financing arrangement and the Trust Receipt, the Indian Bank remitted the sum of \$604,036.93 to the account of seller Fireberg Ltd. at its bank in Riga, Latvia via an electronic funds transfer.

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26. On or about August 21, 2007, the American Express Bank, Ltd. advised the Indian Bank that the remittance of \$604,036.93 was being restrained by American Express Bank, Ltd. pursuant to a Process of Maritime Attachment and Garnishment that required American Express Bank, Ltd. to block/attach funds belonging to Agrocorp International Pte. Ltd. *See*, Exhibit 5.

27. Thereafter, the Indian Bank advised American Express Bank, Ltd. that the \$604,036.93 belonged to the Indian Bank, Singapore Branch, in accordance with the request for invoice financing executed by Agrocorp in favor of the Indian Bank. *See*, Exhibit 6.

28. The Indian Bank requested the American Express Bank, Ltd. to immediately lift the blockage of the funds and remit same to Fireberg, Ltd. *See*, Exhibit 6.

29. The American Express Bank, Ltd. did not, and has not, complied with the request of the Indian Bank and, instead, the American Express Bank, Ltd. continues to restrain the funds in the amount of \$604,036.93. *See*, Exhibit 6.

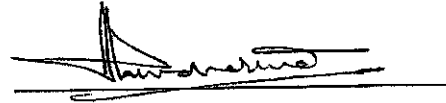
30. The Indian Bank is not a defendant in the lawsuit initiated by the Plaintiff, Prestigious Shipping, and the Indian Bank has never been served with any legal process in connection with the above captioned lawsuit.

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I do so declare under penalty of perjury under 28 U.S.C. § 1746 and the laws of the United States of America that the foregoing is true and correct.

Dated: Singapore on August 31, 2007

By:

A handwritten signature in black ink, appearing to read 'Ashok Kumar Vishwakarma', is written over a horizontal line.

Ashok Kumar Vishwakarma,
Manager (Credit), Indian Bank,
Singapore

EXHIBIT 1

TEL: (65) 65343511
 FAX: (65) 65331651
 S.W.I.F.T.: BIC: IDIBSGSG
 email: indbks@pacific.net.sg

CO. REG. NO: F 01954 N
 GST REG. NO: M2-0018068-2
 TDB CR NO: 20019540000C

OUR REF: 0098/2007/SS/ADV/ma/1469(HO 0002/2007)

17th January 2007

M/s Agrocrop International Pte Ltd
 133 New Bridge Road
 #22-01/02 Chinatown Point
 Singapore 059413

Dear Sirs,

BANKING FACILITIES

We (Bank) are pleased to advise that we have revised the under mentioned facilities with enhancement and reduction in interest rate for a period of 12 months from 22/12/2006, subject to the terms and conditions as stated herein and the Bank's Standard Terms and Conditions as set out in the annexure both of which are subject to amendments, at the sole discretion of the Bank.

NATURE OF FACILITY	LIMIT	INTEREST
1) LCDP/Back to Back LC DP	S\$10.0m (increased from S\$9.0m)	a) For LCs below US\$0.1m (each) LC Comm @ 1/8% p.m. or part thereof with a min. of 1/4% but not less than S\$25/- b) For LCs of and above US\$0.1m (each) Comm @ 1/16% pm with a min of 1/8% for 2 months. AB @ SIBOR + 2.25% p.a. (reduced from PLR)
Within above		
a) Back to Back LC DA 120 days	(S\$3.0m)	Same as above plus acceptance fee of 1.5% p.a. from date of acceptance till due date
b) LCDA - 120 days	(S\$1.0m)	Same as B/B LC DA
c) Forex Contract	(S\$7.0m)	Standard Forex clause
d) Red Clause LC (Fresh)	(S\$5.0m)	Same as LCDP
(Within Red Clause LC)		
Red Clause Loan (80%) (Fresh)	(S\$4.0m)	Sibor + 2.5% p.a.
e) TR-120 days (LC/Colln)	(S\$5.0m) (increased from S\$4.0m)	Sibor + 2.25% p.a. (reduced from PLR)
Shipping Gtee		Handling charges of S\$25/- per month
Within TR-120 days/ Sh Gtee		
TR invoice financing 120 days.	(S\$2.5m) (increased from S\$1.5m)	Sibor + 2.5% p.a.
f) Perf Gtee (10% margin)	(S\$1.0m)	1/8% per quarter or part thereof
2. FBP DP	S\$3.0m (increased from \$1.0m)	SIBOR + 1.75% p.a. (reduced from SIBOR +2% p.a.)
Within (2)		
FBP DA 120 days (Fresh)	(S\$1.5m)	SIBOR +2% p.a.
3. FBN DP	S\$6.0m (increased from S\$5.0m)	SIBOR + 1.25% p.a. (reduced from PLR + 1.75 % p.a.)
FBN DA - 120 days		For Bills upto US\$0.250m - SIBOR + 1.75% p.a. For Bills above US\$0.250m - SIBOR + 1.5% p.a.
4. Freight Loan - 30 Days	S\$1.5m (increased from S\$0.8m)	SIBOR + 2.5% p.a. (reduced from PLR + 1.25 % p.a.)
5. Clean Overdraft	S\$0.2m	PLR (reduced from PLR + 1.25%)

Total limit(including FBN Limit) not to exceed S\$20m.

Red Clause Loan and TR Inv.Financing not to exceed S\$4.0m.

OUR PREVAILING SINGAPORE DOLLAR/UNITED STATES DOLLARS PRIME LENDING RATES (PLR) ARE 6% AND 9% RESPECTIVELY WHICH ARE SUBJECT TO REVISION AT OUR DISCRETION FROM TIME TO TIME WITHOUT ANY NOTICE.

IB/SING/464/OEN



MAILING ADDRESS
 ROBINSON ROAD POST OFFICE,
 P.O. BOX 406,
 SINGAPORE 900806.

BUSINESS ADDRESS
 BHARAT BUILDING,
 3 RAFFLES PLACE,
 SINGAPORE 048617.

TEL: (65) 65343511
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CO. REG. NO: F 01954 N
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OUR REF: 0098/2007/SS/ADV/ma/1469(HO 0002/2007)

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 SINGAPORE 048617.

17th January 2007

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SECURITIES

LC DP/ Red Clause LC	LC application signed by Company & charge on goods covered by LC.
LC DA – 120 days	LC application signed by the Company and accepted drafts thereafter.
B/B LC DP/DA – 120 days	LC application by the Company and the lodgement of master LC of Prime Banks
Note: No TR facility will be allowed against LCs opened under Back to Back LC and offset documents under Master LC must be tendered by the Company for negotiation to clear Import bills.	
TR-120 days/TR Inv. Fin 120 days	TR application signed by Company & charge on goods.
Shipping Guarantee	Counter Guarantee signed by Company.
FBP DP	Documents of title to goods exported.
FBP DA 120 days	Documents of title to goods exported and drawee's acceptance thereafter
FBN DP	Documents of title to goods exported under LCs of banks falling within the category of rated banks approved by HO.
FBN DA – 120 days	Documents of title to goods exported under Bank's LCs and LC Issuing Banks acceptance thereafter.
FBP DP	Documents of title to goods exported.
Freight Loan – 30 days	DPN signed by the Company
Clean Overdraft	DPN & OD Agreement by Company
Performance Guarantee	Counter Guarantee signed by Company.
Forex Contract	Value of foreign exchange deal signed by the Company.
Red Clause Loan	Fresh DPN signed by the Company

SECURITIES – OTHERS

- Existing Personal Guarantee dated 21st July '05 executed by Mr Vijaykumar Gopalan Iyengar for S\$20m in our favour continues.
- Existing Pledge of fixed deposits in the name of the Company for US\$433,652.25 and S\$56,156.04 plus interest accrued thereon to continue.
- Bank's Standard Terms and Conditions (enclosed) duly signed by yourselves.
- Fresh Corporate guarantee to be executed by M/s Agrocrop International Pte Ltd for S\$2.0m and a personal guarantee to be executed by Mr. Vijaykumar Gopalan Iyengar for S\$2.0m for facilities sanctioned to M/S Intra Business Pte Ltd.

OTHER TERMS AND CONDITIONS

- In case TR facility is availed/allowed by us under usance bills the total tenor should not exceed 120days.
- In case liabilities under LC DA are not paid on due dates, the same will be transferred to a Defaulted account and will fetch an interest @ 2% over and above the stipulated rate(s) with quarterly/ monthly rests till settled in full.

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OUR REF: 0098/2007/SS/ADV/ma/1469(HO 0002/2007)

17th January 2007

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3. In case Shipping Guarantee facility is availed, the respective documents when presented have to be accepted / paid irrespective of any discrepancies.
4. Advance Bills (AB) received under LCs must be settled/taken up within 7 days from date of receipt where after penal interest will be levied.
5. In case the Performance Guarantee is invoked and we are paying on the guarantee, interest @ Prime Lending rate plus 2% will be charged on the amount so paid till settlement in full.
6. 10% margin to be provided as and when availing Performance Guarantee.
7. For TR Invoice Financing facility, satisfactory credit reports to be obtained. In the absence of a credit report on supplier, the Bank will use its discretion for allowing TR facility.
8. Copies of supplier invoice and bills of lading to be submitted at the time of application for TR Invoice Financing or after shipment is effected. Remittance will be affected directly to the supplier's bank. In respect of those transactions, where goods have been taken delivery by the company, and the consignment is in a state ready for shipment, the said amount can rank for classification under TR.
9. FBP DP facility will be allowed up on satisfactory credit reports received from the drawee bank. In the absence of a credit report on supplier, the Bank will use its discretion for allowing FBP facility.
10. For FBP DP facility, the grace period shall be strictly 30 days from the date of Purchase. Bills not paid within 30 days period shall be strictly transferred to an overdue account and additional penal interest of 2% will be levied over and above the sanctioned interest rate at monthly rests.
11. For FBP DP facility, drawee wise exposure should not exceed 25% of the sanctioned limit at any point of time.
12. For Freight Loan advances, original freight invoice/fixture note/freight agreement must be submitted for sighting and copy of the same will be taken for processing.
13. Negotiation of documents drawn under LCs will be with recourse.
14. Commission in Lieu of exchange for all import/export transactions will be charged at 1/16% minimum.
15. Forward Contract limits wherever granted are meant for hedging genuine trade related exposures only and is not to be used for any speculative purposes. On the maturity date, if the Forex Contract remains unutilised, the accrued exchange loss, if any, will be recovered to the debit of your current account. In case such debit creates an overdraft, interest at PLR plus 2% will be charged on such overdraft till date of payment.
16. Exposure on high risk countries should be backed by export LCs of prime banks or secured by 100% cash margin where such exposure is in excess of permissible limits.
17. We enclose a list of countries, which are currently categorised under 'high risk' category by us. This list is subject to change from time to time without any notice to you.
18. Intra Business Pte Ltd is permitted to utilise the limits sanctioned to M/S Agro Corp International Pte Ltd up to S\$2.0m subject to overall exposure not exceeding S\$20m.

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GST REG. NO: M2-0018068-2
TDS CR NO: 20019640000C

OUR REF: 0098/2007/SS/ADV/ma/1469(HO 0002/2007)

17th January 2007



इंडियन बैंक
Indian Bank

(WHOLLY OWNED BY GOVT OF INDIA)

SINGAPORE

www.indianbank-singapore.com

MAILING ADDRESS
ROBINSON ROAD POST OFFICE,
P.O. BOX 406,
SINGAPORE 900806.

BUSINESS ADDRESS
BHARAT BUILDING,
3 RAFFLES PLACE,
SINGAPORE 048617.

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AVAILABILITY OF FACILITY

The facility shall be conditional upon your execution and delivery of this Letter of Offer, all relevant security documents relating to the security set out above and such other documents in form and substance satisfactory to us and which we may require along with a copy of the Board of Directors' Resolution of yourselves accepting the terms and conditions and your compliance with all the terms and conditions stated herein.

We reserve the right to amend, alter or withdraw any or all the terms and conditions at our discretion.

This offer is open for your acceptance for thirty (30) days from the date hereof and if not accepted within the aforesaid period, same shall lapse unless an extension is requested for and agreed to by ourselves.

Yours faithfully
for INDIAN BANK


ASHOK K VISHWAKARMA
MANAGER - CREDIT

TO: INDIAN BANK

We confirm acceptance of the above and enclose herewith our Board of Directors' resolution of acceptance.



M/S AGRO CORP INTERNATIONAL PTE LTD
(Authorised Signature(s) & Co. stamp)

DATE: 31/01/07

I confirm acceptance of the above.


VIJAY KUMAR GOPALAN IYENGAR

DATE: 31/01/2007

TEL: (65) 65343511
 FAX: (65) 65331651
 S.W.I.F.T.: BIC: IDIBSGSG
 email: indibsgsg@pacific.net.sg

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M/s Agrocrop International Pte Ltd
 Singapore



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Indian Bank

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STANDARD TERMS AND CONDITIONS GOVERNING BANKING FACILITIES GRANTED BY INDIAN BANK AND FORMING PART OF THE BANK'S LETTER OF OFFER REFERENCE: 0098/2007/SS/ADV/ma/1469(HO0002/2007) DATED 17th January 2007

STANDARD TERMS AND CONDITIONS

1. The facility shall be subject to periodic review and we reserve the right to terminate, change or alter the Facility and/or the terms and conditions of this Agreement at any time including the rate of interest, whether or not you have received notice of such termination, change or alteration.
2. The Borrower undertakes to channel/conduct through us sufficient amount of banking transactions to commensurate with the lines of credit allowed to them.
3. The Company is to forward to us
 - a) Audited financial statements as soon as they are available but not later than 180 days after the close of each financial year.
 - b) A statement of preliminary financial figures not later than 30 days after the close of each financial year.
 - c) Detailed listing of the trade debtors and trade creditors.
4. Additional interest of 2% @ monthly rests will be charged over/above the stipulated rate/s for all overdues/excesses drawings over and above the sanctioned limits.
5. We reserve the right to debit your account (both before as well as after judgement if any is obtained) with all interests, fees, commission, charges as may be stipulated from time to time (inclusive of abortive and incidental) and all other expenses of whatever nature (including legal expenses both party & party / solicitor & client) arising from the granting or otherwise of the above facility/ies.
6. The Borrower should not without prior written consent of the Bank undertake or permit any re-arrangement or re-constitution of the firm and/or Directors/partners.
7. There shall be no dividend payout without the prior consent of the Bank.
8. The firm by its acceptance of this Letter of Offer, irrevocably consents to the disclosure by the Bank of any information relating to the company, and details of the company's facilities, the securities taken deposits/credit balances held to :-
 - a) The Bank's Head Office, any of its representative, branch office or subsidiary in any jurisdiction.
 - b) Any regulatory or supervisory authority including fiscal authority in any jurisdiction.
 - c) Any potential assignees of the Bank or any other participant in any of its rights and/or obligation in relation to your company's facilities and
 - d) Any guarantors, third party pledgors or security providers and the Bank's agents and independent auditors.
9. The Borrower should not create any charge, mortgage pledge in respect of any of their property (ies) assets without prior consent of the Bank.
10. Where facilities are required to be secured by mortgage(s) of property(ies) or by debenture(s) or other security(ies), the borrower agrees to execute or to procure the owners of the property(ies) or other appropriate parties in the forms of documents containing such terms, covenants and conditions as shall be required by the Bank.

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email: indibksg@pacific.net.sg



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M/s Agrocopp International Pte Ltd
Singapore

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P.O. BOX 406,
SINGAPORE 900806.

BUSINESS ADDRESS
BHARAT BUILDING,
3 RAFFLES PLACE,
SINGAPORE 048617.

PAGE 2

11. Where the Bank has financed an import transaction, the relative export documents should be routed through our Bank and the proceeds shall be utilised primarily to settle the outstanding under import lines.
12. a) If the market value of any security (including immovable property) falls below what the Bank considers to be an adequate security margin, the Bank shall be entitled without prejudice to any other rights that the Bank may have, to reduce the credit limits and/or withhold further disbursement and/or to require repayment of such amount as the Bank may specify including prepayment of any loan and/or to require additional security to be furnished.
b) The Bank shall be entitled to arrange periodic valuation appraisal of any security at the borrower's expense.
13. The Borrower shall effect/arrange insurance of all properties and assets under charge to the bank (with the mortgagee's clause) at their expense by a reputed insurance company. The insurance policy is to be assigned to the Bank and the original policy is to be lodged with the Bank.
14. The Bank may at anytime assign and transfer all or any part of its benefits and rights and/or its obligations under the facilities to any person as the Bank shall in its absolute discretion think fit. Any such assignee or transferee shall be entitled to the full benefit of the facilities as if it were the Bank in respect of the rights or obligations assigned or transferred to it.
15. The Bank shall be entitled (but shall not be obliged) at any time and without notice to the Borrower to combine, consolidate or merge all or any of the Borrower's accounts and liabilities with and to the Banks anywhere whether in or outside Singapore whether singly or jointly or with any other person and may transfer or set off any sums in credit in such accounts in or towards satisfaction of any of the Borrower's liabilities whether actual or contingent; primary or collateral notwithstanding that the credit balances on such accounts and the liabilities on any other accounts may not be expressed in the same currency and the Bank is hereby authorised to effect any necessary conversions at the Bank's own rate of exchange then prevailing.

We confirm acceptance of the above



M/S AGROCOPP INTERNATIONAL PTE LTD
(Authorised Signature(s) & Co. stamp)

DATE: 31/01/07

EXHIBIT 2

11055/P

PASTERNAK, BAUM & CO., INC.
500 MAMARONECK AVENUE, HARRISON, NY 10528

TELEPHONE
(914) 630-8000
FAX
(914) 630-8120

TELEX

Contract Number: 90269
Contract Date: July 11, 2007

SELLER: Fireberg Ltd.
1st Apriliou, 52
Athienou, P.C. 7600, Larnaca, Cyprus

BUYER: Agrocorp International Pte Ltd
#22-01/02 Chinatown Point
133 New Bridge Road
Singapore, 059413

COMMODITY: RAPESEEDS, 0 VARIETY
SOUND LOYAL AND MERCHANTABLE, CROP YEAR 2007
ORIGIN: UKRAINE

SPECIFICATIONS -
OIL CONTENT: 40% MINIMUM ON TELQUALE BASIS ✓
MOISTURE: 9.0% MAXIMUM, REJECTABLE ABOVE 9%
FOREIGN MATTER: 3% MAXIMUM ✓

QUANTITY: 1,000 METRIC TONS - 5% MORE OR LESS IN SELLER'S OPTION AT CONTRACT PRICE. ✓

WEIGHT: FINAL AT TIME AND PLACE OF LOADING AS PER CERTIFICATE ISSUED BY INDEPENDENT SURVEYOR AT SELLER'S OPTION AND EXPENSE. ✓

QUALITY/ CONDITIONS: FINAL AT TIME AND PLACE OF LOADING AS PER CERTIFICATE ISSUED BY INDEPENDENT SURVEYOR AT SELLER'S OPTION AND EXPENSE. ✓

SHIPMENT: JULY 25-AUGUST 25, 2007 - BOTH DATES INCLUDED FROM ORIGIN. ✓

PRICE: US DOLLARS \$452.00 PER METRIC TON - CFR CY CHITAGONG, BANGLADESH
OR \$445.00 PER METRIC TON KARACHI/PORT QASIM, PAKISTAN IN BUYER'S OPTION.

PACKING: IN BULK

PARITY: CFR CY CHITAGONG, BANGLADESH, KARACHI/PORT QASIM, PAKISTAN IN BUYER'S OPTION. KARACHI OR PORT QASIM IN SELLER'S OPTION.

INSURANCE: COVERED BY BUYER.

IMPORT LICENSE: GUARANTEE BY THE BUYER.

PAYMENT: CASH AGAINST FAX COPIES OF DOCUMENTS (LISTED AS BELOW) IN MAXIMUM

72 HOURS AFTER PRESENTATION OF DOCUMENTS
 BY FAX OR E-MAIL FROM SELLER TO BUYERS.
 SELLER TO PROVIDE MAXIMUM 4 SETS OF THE FOLLOWING DOCUMENTS:

- COMMERCIAL INVOICES ORIGINAL
- 3/3 "CLEAN ON BOARD" BILL OF LADING ORIGINAL MARKED "FREIGHT PREPAID" +3 NON-NEGOTIABLE COPIES
- CERTIFICATE OF ORIGIN, ORIGINAL, ISSUED BY LOCAL CHAMBER OF COMMERCE IN 1 ORIGINAL AND 2 COPIES
- QUALITY CERTIFICATE ISSUED BY SUPERINTENDING COMPANY IN 1 ORIGINAL AND 2 COPIES.
- WEIGHT CERTIFICATE MENTIONING QUANTITY LOADED, ISSUED BY SUPERINTENDING COMPANY IN 1 ORIGINAL AND 2 COPIES
- PHYTOSANITARY CERTIFICATE, ISSUED BY OFFICIAL AUTHORITY IN 1 ORIGINAL AND 2 COPIES.
- PACKING LIST ISSUED BY SHIPPER.

SPECIAL
 CONDITIONS:

1. PARTIAL SHIPMENT PERMITTED ✓
2. SHIPMENT IN 20 FOOT CONTAINERS ✓
3. TRANSHIPMENT ALLOWED ✓
4. 14 DAYS FREE TIME TO BE GUARANTEED BY THE SELLER ✓
 BILL OF LADING MUST MENTION 14 DAYS FREE TIME
 ALLOWED AT DESTINATION ON VESSEL ARRIVAL. ✓
5. AWAIT BUYER'S DOCUMENTARY INSTRUCTION PRIOR TO SHIPMENT. ✓
6. THC AT DESTINATION FOR BUYER'S ACCOUNT. ✓
7. OTHER TERMS AND CONDITIONS NOT IN CONTRADICTION WITH ABOVE AS PER FOSFA 32, ARBITRATION AS PER FOSFA RULES OF ARBITRATION. ✓

Agrocorp International Pte Ltd
 (Buyer)

By: _____

(Signature)

Pasternak, Baum & Co., Inc.

By: _____

(As Brokers Only)

Fireberg Ltd.
 (Seller)

By: _____

(Signature)

PASTERNAK, BAUM & CO., INC.
500 MAMARONECK AVENUE, HARRISON, NY 10528

TELEPHONE
(914) 630-8000
FAX
(914) 630-8120

TELEX

A411020/p

Contract Number: 90238
Contract Date: July 3, 2007

SELLER: ARS Maritime Corp.
Mill Mall, Suite 2, Wickhams Cay 1, c/o
P.O. Box 3415, Road Town, Tortola,
British Virgin Islands

BUYER: Agrocorp International Pte Ltd
#22-01/02 Chinatown Point
133 New Bridge Road
Singapore, 059413

COMMODITY: RAPESEEDS, 0 VARIETY
SOUND LOYAL AND MERCHANTABLE, CROP YEAR 2007
ORIGIN: UKRAINE

SPECIFICATIONS -
OIL CONTENT: 40% MINIMUM ON TELQUALE BASIS
MOISTURE: 9.0% MAXIMUM, REJECTABLE ABOVE 9%
FOREIGN MATTER: 3% MAXIMUM

QUANTITY: 500 METRIC TONS - 10% MORE OR LESS IN SELLER'S OPTION AT CONTRACT PRICE.

WEIGHT: FINAL AT TIME AND PLACE OF LOADING AS PER CERTIFICATE ISSUED BY INDEPENDENT SURVEYOR AT SELLER'S OPTION AND EXPENSE.

QUALITY/ CONDITIONS: FINAL AT TIME AND PLACE OF LOADING AS PER CERTIFICATE ISSUED BY INDEPENDENT SURVEYOR AT SELLER'S OPTION AND EXPENSE.

SHIPMENT: JULY 15-AUGUST 15, 2007 - BOTH DATES INCLUDED FROM ORIGIN.

PRICE: US DOLLARS \$438.00 PER METRIC TON - CFR CY CHITAGONG, BANGLADESH, CALCUTTA, INDIA IN BUYER'S OPTION.

PACKING: IN BULK

PARITY: CFR CY CHITAGONG, BANGLADESH, CALCUTTA, INDIA IN BUYER'S OPTION.

INSURANCE: COVERED BY BUYER.

IMPORT LICENSE: GUARANTEE BY THE BUYER.

PAYMENT: CASH AGAINST FAX COPIES OF DOCUMENTS (LISTED AS BELOW) IN MAXIMUM 72 HOURS AFTER PRESENTATION OF DOCUMENTS BY FAX OR E-MAIL FROM SELLER TO BUYERS.
SELLER TO PROVIDE MAXIMUM 4 SETS OF THE FOLLOWING DOCUMENTS:
- COMMERCIAL INVOICES ORIGINAL
- 3/3 "CLEAN ON BOARD" BILL OF LADING ORIGINAL MARKED "FREIGHT PREPAID" +3 NON-NEGOTIABLE COPIES

- CERTIFICATE OF ORIGIN, ORIGINAL, ISSUED BY LOCAL CHAMBER OF COMMERCE IN 1 ORIGINAL AND 2 COPIES
- QUALITY CERTIFICATE ISSUED BY SUPERINTENDING COMPANY IN 1 ORIGINAL AND 2 COPIES.
- WEIGHT CERTIFICATE MENTIONING QUANTITY LOADED, ISSUED BY SUPERINTENDING COMPANY IN 1 ORIGINAL AND 2 COPIES
- PHYTOSANITARY CERTIFICATE, ISSUED BY OFFICIAL AUTHORITY IN 1 ORIGINAL AND 2 COPIES.
- PACKING LIST ISSUED BY SHIPPER.

SPECIAL
CONDITIONS:

1. PARTIAL SHIPMENT PERMITTED
2. SHIPMENT IN 20 FOOT CONTAINERS
3. TRANSHIPMENT ALLOWED
4. 14 DAYS FREE TIME TO BE GUARANTEED BY THE SELLER
BILL OF LADING MUST MENTION 14 DAYS FREE TIME
ALLOWED AT DESTINATION ON VESSEL ARRIVAL.
5. AWAIT BUYER'S DOCUMENTARY INSTRUCTION PRIOR TO
SHIPMENT.
6. THC AT DESTINATION FOR BUYER'S ACCOUNT.
7. OTHER TERMS AND CONDITIONS NOT IN CONTRADICTION WITH
ABOVE AS PER FOSFA 32, ARBITRATION AS PER FOSFA RULES
OF ARBITRATION.

Agrocorp International Pte Ltd
(Buyer)

By: _____

(Signature)

Pasternak, Baum & Co., Inc.

By: _____

(As Brokers Only)

ARS Maritime Corp.
(Seller)

By: _____

(Signature)

EXHIBIT 3

FIREBERG LTD.

1st Apriliou, 52
Athienou, P.C. 7600, Larnaca, Cyprus

Date: 7/8/07

COMMERCIAL INVOICE No. IN1-11297

APPLICANT/BUYER: AGROCORP INTERNATIONAL PTE LTD
HEX 22-01/02 CHINATOWN POINT,
133 NEW BRIDGE ROAD,
SINGAPORE 059413

BENEFICIARY/SELLER: FIREBERG LTD.
1st APRILIOU, 52
ATHIENOU, P.C. 7600, LARNACA, CYPRUS

APPLICANT'S REFERENCE No.: PO1-AG/11055

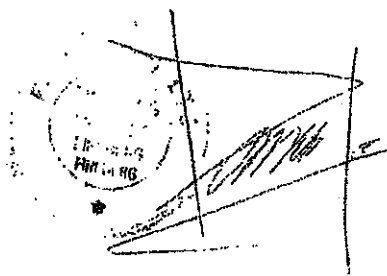
DELIVERY TERMS: C.F.R. CHITTAGONG, BANGLADESH
(INCOTERMS 2000)

No.	DESCRIPTION OF GOODS &/OR SERVICES	QUANTITY, MT	UNIT PRICE ON THE BASIS C.F.R. CHITTAGONG, BANGLADESH (INCOTERMS 2000), USD	TOTAL, USD
1.	727.345 MT UKRAINIAN RAPE SEED AT THE PRICE OF USD452 PMT PACKED IN BULK MERCHANDISE ARE OF UKRAINE ORIGIN	727.345	452.00	328759.94
TOTAL AMOUNT:				328759.94

BANK COMMISSION TO BE FOR REMITTER'S ACCOUNT

FIREBERG LTD.
Regional Investment Bank JSC, Riga, Latvia
SWIFT code: RIBRLV22
Account: LV20RIBR00030560N000
Intermediary Bank: Raiffeisen Zentralbank
Oesterreich AG (Vienna, Austria)
SWIFT code - RZBAATWW
Account: 70-55.065.965

BEST REGARDS,
FIREBERG LTD.



FIREBERG LTD.

1st Aprilou, 52
Athienou, P.C. 7600, Larnaca, Cyprus

Date: 10/8/07

COMMERCIAL INVOICE No. IN1-11312

APPLICANT/BUYER: AGROCORP INTERNATIONAL PTE LTD
HEX 22-01/02 CHINATOWN POINT,
133 NEW BRIDGE ROAD,
SINGAPORE 059413

BENEFICIARY/SELLER: FIREBERG LTD.
1ST APRILIOU, 52
ATHIENOU, P.C. 7600, LARNACA, CYPRUS

APPLICANT'S REFERENCE No.: PO1-AG/11024

DELIVERY TERMS: C.F.R. CHITTAGONG, BANGLADESH
(INCOTERMS 2000)

No.	DESCRIPTION OF GOODS &/OR SERVICES	QUANTITY, MT	UNIT PRICE ON THE BASIS C.F.R. CHITTAGONG, BANGLADESH (INCOTERMS 2000), USD	TOTAL, USD
1.	472.505 MT UKRAINE RAPESEED, CROP YEAR: 2007 AT THE PRICE OF USD438 PMT PACKED IN BULK MERCHANDISE ARE OF UKRAINE ORIGIN	472.505	438.00	206957.19
	TOTAL AMOUNT:			206957.19

BANK COMMISSION TO BE FOR REMITTER'S ACCOUNT

FIREBERG LTD.
Regional Investment Bank JSC, Riga, Latvia
SWIFT code: RIBRLV22
Account: LV20RIBR00030560N000
Intermediary Bank: Raiffeisen Zentralbank
Oesterreich AG (Vienna, Austria)
SWIFT code - RZBAATWW
Account: 70-55.065.965

BEST REGARDS,
FIREBERG LTD.



*JB - Jmr.
FIREBERG*

FIREBERG LTD.

1st Apriliou, 52
Athienou, P.C. 7600, Larnaca, Cyprus

Date: 13/8/07

COMMERCIAL INVOICE No. IN1-11325 *over INV*

APPLICANT/BUYER: AGROCORP INTERNATIONAL PTE LTD
HEX 22-01/02 CHINATOWN POINT,
133 NEW BRIDGE ROAD,
SINGAPORE 059413

BENEFICIARY/SELLER: FIREBERG LTD.
1st APRILIOU, 52
ATHIENOU, P.C. 7600, LARNACA, CYPRUS

APPLICANT'S REFERENCE No.: PO1-AG/11055

DELIVERY TERMS: C.F.R. CHITTAGONG, BANGLADESH
(INCOTERMS 2000)

No.	DESCRIPTION OF GOODS &/OR SERVICES	QUANTITY, MT	UNIT PRICE ON THE BASIS C.F.R. CHITTAGONG, BANGLADESH (INCOTERMS 2000), USD	TOTAL, USD
1.	151.150 MT UKRAINIAN RAPE SEED AT THE PRICE OF USD452 PMT PACKED IN BULK MERCHANDISE ARE OF UKRAINE ORIGIN	151.150	452.00	68319.80
TOTAL AMOUNT:				68319.80

BANK COMMISSION TO BE FOR REMITTER'S ACCOUNT

FIREBERG LTD.
Regional Investment Bank JSC, Riga, Latvia
SWIFT code: RIBRLV22
Account: LV20RIBR00030560N000
Intermediary Bank: Raiffeisen Zentralbank
Oesterreich AG (Vienna, Austria)
SWIFT code – RZBAATWW
Account: 70-55.065.965

BEST REGARDS,
FIREBERG LTD.

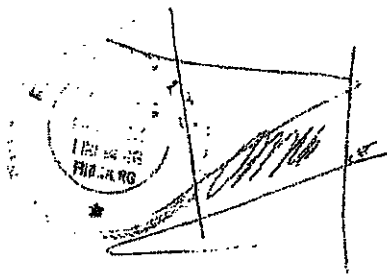


EXHIBIT 4



BY FAX AND BY HAND

20 August 2007

Indian Bank
3 Raffles Place
Bharat Building
Singapore 048617

Attention: Ms Winder, T/R section

Dear Madam,

Re.: REQUEST FOR INVOICE FINANCING FOR USD604,036.93 (IMPORT DRAWN BY M/S FIREBERG LTD. TOWARDS SHIPMENT OF 1351MTS UKRAINE RAPESEED SHIPPED BY VESSEL MV RITA V70018N

We enclose herewith a copy of the supplier's invoice and the necessary T/R form for import T/R financing in USD currency for amount USD604,036.93 for the shipment of 1351mts Ukraine rapeseed from lichayvsk, Ukraine to Chittagong, Bangladesh on board MV Rita and we request you to seek approval to remit the funds to the subject party.

Please note that we have taken possession of the goods and the sale to M/S Bengal Corporation and M/S Bismillah Dal Mills, Bangladesh on L/C sight terms and we will forward the necessary export documents to your bank in due course. Please note that once the above sale proceeds is received the same can be utilized to adjust the advance before due date. The necessary TR forms are also enclosed herewith.

Upon approval, please arrange to remit a total amount of USD604,036.93 to the following account with value date today:

BENEFICIARY: FIREBERG LTD
BANK: REGIONAL INVESTMENT BANK JSC, RIGA, LATVIA
SWIFT CODE: RIBRLV22
ACCOUNT NO. LV20RIBR00030560N000
INTERMEDIARY BANK: RAIFFEISEN ZENTRALBANK OESTERREICH AG (VIENNA, AUSTRIA)
SWIFT CODE: RZBAATWW
ACCOUNT NO.: 70-55.065.965

Transfer advice to mention: "Payment for your Inv. 11312, 11297 and 11325-1351mts rapeseeds, PO1-AG/11024 and PO1-AG/11055."

The necessary bank charges can be debited separately to our USD account with you. Please do the needful and fax us the remittance copy to our fax no. 65341426 or 65344689 once the same is being done.

Thank you.

Yours faithfully,
AGROCORP INTERNATIONAL PTE LTD

.....
VIJAY YENGAR
DIRECTOR

#22-01/02, Chinatown Point, 133 New Bridge Road, Singapore 059413, Tel: 6534-4878 • Fax: 6534-1426/6534-4689
• Tlx: RS 24806 AGINT, Email: ag@agrocorp.com.sg • website: www.agrocorp.com.sg • Company Registration No. 199005306N

I N D I A • M A L A Y S I A • M Y A N M A R • S I N G A P O R E • T U R K E Y

To

TRUST RECEIPT

FROM

AGROCORP INTERNATIONAL PTE LTD
 133 New Bridge Road
 #22-01/02 Chinatown Point
 Singapore 059413
 Tel: 534 4878 Fax: 534 1426

A/C NO

AMOUNT	DATE OF MATURITY	T.R. NO
USD 604,086-93		Letter of Credit no. Collection Bill No
NAME OF STEAMER	SHIPMENT FROM	B.L. No.
	UKRAINE TO BANGLADESH	DATE

MARKS & NOS	QUANTITY	DESCRIPTION OF GOODS
	1351 MTS	UKRAINE RAPESEED

Sirs,

In consideration of your delivering to us the Shipping Documents relating to the goods specified above, which documents are now pledged to your Bank at Singapore as security for the payment of the sum of

together with the interest thereupon at the rate fixed or agreed upon from time to time from the date of advance until repayment thereof together with all costs charges and expenses. WE UNDERTAKE AND AGREE as follows:-

- To receive the said documents on your account and to land, store and hold the goods to which they relate on your account and under lien to your Bank as Agents and Bailees thereof and to deal with them as the property of your Bank.
- Not to charge or purport to charge the goods or the proceeds of sale thereof with the payment of any money to any person or to use or purport to use the same as security for the performance of any obligation whatsoever.
- Not to sell the said goods for less than the amount specified above and if the said goods have not been sold on or before the maturity date, to pay to you the amount specified above together With interest thereon.
- Not to dispose of the said goods otherwise than by sale at such price or prices and upon such terms as the Bank may previously approve and upon such sale to hold the proceeds thereof in trust for your Bank and as Agents thereof and forthwith to pay the same to the Bank, advising the Bank of the account upon which such payment is made.
- Pending such sale we undertake to keep the said goods covered by insurance with a reputable insurance company to the full insurable value thereof against all risks duly endorsed with your interest therein and to hold the insurance policies and cover notes on your behalf and to deliver the same to you at any time on demand.
- That in the event of any claim arising under any such insurance forthwith to give you notice thereof and to pay to you forthwith on receipt thereof the full amount of any such insurance claim. Notwithstanding the foregoing, you shall be at liberty if you see fit so to do, to make any such claim in your own name against the insurers and to receive payment direct from them and we will sign all documents necessary for such purpose.
- To pay promptly as they become due all import, revenue, excise and other duties, taxes or charges payable in respect of the said goods and all costs, charges and expenses incurred in connection with the unloading, lighterage, clearance, marriage, storage and sale thereof.
- That all sales shall be for cash and not on credit without your previous consent.
- That notwithstanding anything therein before contained we will on demand by your Bank at any time before sale deliver possession of the said goods to your Bank and we authorise your Bank its servants or agents for the purpose of taking possession or making inspection thereof to enter our godown or other places where the goods may be and we agree that your Bank may at any time after receiving possession thereof and without notice to or further authority from us sell the said goods in such manner and for such price as you shall think fit and apply the net proceeds of sale on or towards satisfaction of the amount then owing by us to your Bank.
- To keep each transaction hereunder separate from each and every other transaction and to keep the said goods separate from all other goods in our possession, custody or control.
- That the goods shall be a security to the Bank for the payment on demand of all other monies now or at any time hereafter to become due to the Bank from us alone or jointly with any other or others, whether on current account or for money advanced or paid in respect of bills, notes or drafts accepted paid or discounted interest commission or any other or lawful charge or on any other account whatsoever together with all cost charges and expenses.
- That no failure of the Bank to take advantage of any current failure or omission on our part to carry out fully any of the provisions of this or any similar receipt or agreement, or of the agreement under which the Bank issued the Letter of Credit under which the said goods were purchased, shall be deemed to be a waiver by the Bank of any of its rights or remedies under either or any of the said papers.
- That the Bank, may at any time cancel this trust and take possession of said goods or of the proceeds of such of the same as may then have been sold, wherever the said goods or proceeds may then be found; and in the event of any suspension or failure, or assignment for the benefit of creditors on our part, or filing of any petition in bankruptcy by or against us or of the non-fulfilment of any obligations or of the non-payment at maturity of any acceptance made by us under said credit or under any other credit issued by the Bank on our account or any other indebtedness on our part to the said Bank, all obligations, acceptances, indebtedness and liabilities whatsoever shall thereupon (with or without notice) mature and become due payable.

AND WE DECLARE that we are not indebted to any other persons in respect of the goods specified above. Dated at Singapore this day of

DATED AT Singapore this 20 day of AUG 2007

AGROCORP INTERNATIONAL PTE LTD

 VIKAS IYENGAR
 DIRECTOR

 Signature
 Verified



BY FAX AND BY HAND

20 August 2007

Indian Bank
3 Raffles Place
Bharat Building
Singapore 048617

Attention: Ms Winder, T/R section

Dear Madam,

Re.: REQUEST FOR INVOICE FINANCING FOR USD604,036.93 (IMPORT DRAWN BY M/S FIREBERG LTD. TOWARDS SHIPMENT OF 1351MTS UKRAINE RAPESEED SHIPPED BY VESSEL MV RITA V70018N

Further to our invoice financing request, please note that one of our buyers against this purchase is M/S Ishfar Oil Mills Limited, Bangladesh who is a related party to M/S Bismillah Dal Mills, Bangladesh as informed to you earlier.

We are enclosing herewith the sales contract and L/C copies for your attention.

Please do needful and keep us informed.

Thank you.

Yours faithfully,

AGROCORP INTERNATIONAL PTE LTD

VIJAY KENGAR

EXHIBIT 5

21-Aug-2007 17:56

Indian Bank 65 65931651

No-6752 P. 1

08/07-17:07:54

PrinterOut-9284-202368

1

Possible Duplicate Delivery

Network : APPLI
 Session Holder : PrinterIn
 Session : 2954
 Sequence : 131482
 Delivery Status : Network Ack

Instance Type and Transmission

Original received from SWIFT

Priority : Normal

Message Output Reference : 1638 070821IDIBSGSGAXXXK7980517036

Correspondent Input Reference : 0437 070821AIBUS33AXXXK2558591781

Message Header

Swift Output : FIN 199 Free Format Message

Sender : AIBUS33XXXX
 AMERICAN EXPRESS BANK, LTD.
 NEW YORK, NY US

Receiver : IDIBSGSGXXXX
 INDIAN BANK
 SINGAPORE SG

MUR : 2007082100042289

Message Text

20: Transaction Reference Number
AEB072320114221: Related Reference
TT07389129: Narrative
NARRATIVE

With respect to TRN Ref. 070820-20878 please be advised that AEB NY was served with and several other New York banks were also served with a Process of Maritime Attachment and Garnishment. This writ obliged AEB to block/attach funds belonging to Agropcorp International PTE LTD. up to dollar2,160,761.06. Under applicable US federal law, AEB was required to block your dollar604,036.93 payment order and to move these funds into a blocked account until further instructions from the plaintiff's attorney or a court. Please contact your AEB relationship manager for a copy of such writ or should you require further information. IF YOU HAVE ANY QUESTIONS, DO NOT HESITATE TO CONTACT OUR GENERAL COUNSEL'S OFFICE AT 212-640-3289
 BEST REGARDS,
 JACQUELINE FOULKESOPAC UNIT

Message Trailer

(MAC:010C9369)
 (CHK:2D2648641C1E)

To

AGROCORP

ATTN: MR. PRASAD

EXHIBIT 6

22.AUG. 2007 11:43

INDIAN BANK 65 00331001

NO.0300 P. 1

ATTN: MR. PRASAD

22/08/07-17:35:01

PrinterOut-2326-202544

1

Possible Duplicate Delivery

Network : APPLI
 Session Holder : PrinterOut
 Session : 9381
 Sequence : 202539
 Delivery Status : Network Ack

----- Instance Type and Transmission -----

Notification (Transmission) of Original sent to SWIFT (ACK)
 Network Delivery Status : Network Ack
 Priority/Delivery : Normal
 Message Input Reference : 1703 070822XIDBSGSGAXXX~~1703 070822X~~

----- Message Header -----

Swift Input : EDN 799 Free Format Message
 Sender : IDBSGSGXXX
 INDIAN BANK
 SINGAPORE SG
 Receiver : AEBUS3EXXX
 AMERICAN EXPRESS BANK, LTD.
 NEW YORK, NY US

----- Message Text -----

20: Transaction Reference Number

TRINV070582

21: Related Reference

AEB0723201142

79: Narrative

ATTN: JACQUELINE FOULKESOPAC UNIT
 WE REFER TO TRANSACTION REF 070820-20878 AND YOUR
 SWIFT DATED 21ST AUGUST 2007.
 PLEASE NOTE THAT THE USD804,036.93 BELONGS TO THE
 INDIAN BANK SINGAPORE FUNDS AND NOT TO OUR
 CUSTOMER, AGROCORP INTERNATIONAL PTE LTD.
 INDIAN BANK SINGAPORE HAS FINANCED AGROCORP'S
 PURCHASE OF 135MT OF UKRAINE RAPESEED SHIPPED ON
 THE VESSEL MYRITA (VOYAGE 70012N). ATTACHED IS THE
 REQUEST FOR INVOICE FINANCING EXECUTED BY AGROCORP
 IN OUR FAVOUR (BEING SENT THRU YOUR SPORE OFFICE)
 THESE MONIES BELONG TO US AND HAVE NOW BEEN
 WRONGLY ATTACHED.
 WE THEREFORE REQUIRE YOU TO IMMEDIATELY LIFT THE
 BLOCKAGE ON THE PASSAGE OF THESE FUNDS TO
 AGROCORP'S SELLER, FIREBERG LTD.
 IN THE EVENT THAT WE DO NOT RECEIVE YOUR SWIFT
 CONFIRMATION BY 1600HOUR ON 22ND AUGUST (NEW YORK
 TIME) THAT THE REMITTANCE TO FIREBERG HAS BEEN
 ALLOWED TO BE PROCESSED, WE WILL TAKE SUCH STEPS
 AS ARE NECESSARY TO PROTECT OUR INTERESTS
 INCLUDING BUT NOT LIMITED TO ANY APPLICATION TO
 THE COURT IN NEW YORK.
 IN THE MEANTIME, ALL OUR RIGHTS ARE EXPRESSLY
 RESERVED.
 REGARDS
 MANAGER TRADE FINANCE

25 AUG. 2007 12:45

Indian Bank 65 65331651

No.7462 P. 2

25/08/07-09:35:45

PrinterIn: 3270-132486

Mr. Sundaresc. No.7462 P. 2
 Ms. Winder
 25/8

----- Instance Type and Transmission -----

Original received from SWIFT

Priority : Normal

Message Output Reference : 0907 070825IDIBSGSGAXXX7984517912

Correspondent Input Reference : 1514 070824AEBUS33AXXX2561654980

----- Message Header -----

Swift Output : FIN 199 Free Format Message

Sender : AEBUS33XXX

AMERICAN EXPRESS BANK, LTD.

NEW YORK NY US

Receiver : IDIBSGSGXXX

INDIAN BANK

SINGAPORE SG

MUR : 2007082400116279

----- Message Text -----

20: Transaction Reference Number

AEB0723201142

21: Related Reference

TT073891

79: Narrative

NARRATIVE

THANK YOUR FOR YOUR CLARIFICATION, BUT AEB-NY IS
 UNABLE TO HONOR YOUR REQUEST, UNTIL WE GET THE
 OKAY FROM GCO FUNDS WILL REMAIN BLOCK. With respect

to TRN Ref. 070820-20878 please be advised that
 AEB NY was served with and several other New York

banks were also served with a Process of
 Maritime Attachment and Garnishment. This writ

obliged AEB to block/attach funds belonging to
 Agrocorp International PTE LTD. up to

dollar2,160,761.06. Under applicable US federal
 law, AEB was required to block your

dollar604,036.93 payment order and to move these
 funds into a blocked account until further

instructions from the plaintiff's attorney or a
 court. Please contact your AEB relationship

manager for a copy of such writ or should you

require further information. IF YOU HAVE ANY

QUESTIONS, DO NOT HESITATE TO CONTACT OUR GENERAL

COUNSEL'S OFFICE AT 212-640-3289

BEST REGARDS,

JACQUELINE FOULKESOFAC UNIT

----- Message Trailer -----

{MAC:6E06C1D}

{CHK:E38C6909FD50}

{DLM:}

GM	Mgr (Accts)	Mgr (Credit)	Mgr (FX)	PL	GL
FX	RECEIVED			RECON	
Credit	25 AUG 2007			RETAIL	
Debit	IS S'PORE MCB ACCT			SE	FD
Debit	Cash	25	CORPORATION	RE	SR